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Contracts/Forms

## Quik Facts on RJR PL/EDLP Programs

- **Forsyth Private Label - There are two basic types of agreements, each of which are initiated by sending a PL Request Form to the Sales Area office for approval:**

① **Retail Private Label Agreement**

For a chain controlled label/franchised label brand. This Agreement is sent to the Field by Forsyth Operations with concurrence from the Sales Area. Forsyth gives the brand use to the chain (usually exclusively) for a determined geographic area in return for the chain agreeing to:

- Protect brand as its EDLP brand in lowest priced category
- Refrain from selling any other competitor's lowest tier brand for which there is territorial rights given/received
- Give the Forsyth PL preferred merchandising and advertising space versus any other lowest tier brand that may be carried

② **Wholesale Private Label Agreement**

For a candy/tobacco or grocery wholesaler controlled label/franchised label brand. There are 3 basic types of wholesale agreements:

- A. *Wholesale Controlled Label/Franchised Label* - same general guidelines as that for retail Private Label agreement.
- B. *Association Member Agreement* - for wholesalers that are members of buying associations such as Peer. Our primary agreement is with Peer. The general guidelines of the agreement between Forsyth and Peer Associates, Inc. is the same as the Retail Private Label agreement. However, since strictly speaking, our agreement is between Forsyth & Peer Associates, Inc., and the agreement between Peer and its members is separate, a Peer member may carry other lowest tier brands as necessary and which may from time to time be offered for a lower price than Forsyth's product at retail.
- C. *Non Territorial PL Agreement* - this agreement is usually consummated between Forsyth and the direct account verbally as there is no contract to sign. It is to be used with smaller direct accounts where we cannot justify giving geographic rights for a brand. Slim Price is used east of the Mississippi River and Tri Brand west of it. Initiation of agreement still begins with a PL request to your Sales Area office.

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## Quik Facts on RJR PL/EDLP Programs

### ☐ Other Agreements Associated With PL Or EDLP

- ① *Special Retail Pricing Agreement (FSC-162A 10/9/95)* - used with Retail accounts with which Forsyth does not have a Retail Private Label agreement, but instead uses a distributor's Forsyth Private Label as its primary brand in the lowest tier category. Additional guidelines are:

- Protect the Distributor's Forsyth PL as its EDLP
- Sell a minimum of 5 cases of the PL per week
- Feature the PL with preferred merchandising space

*Note: You may use this Agreement or the DORAL Share of Category Agreement, but not both in the same account.*

- ② *MONARCH/BEST VALUE EDLP Agreement* - (Sales and Marketing Operating Plan Book - 1996) - used primarily in small chains and high volume independents where it is not feasible to sign a Retail Private Label Agreement and a Distributor PL is not available. Guidelines are:

- Retailer agrees to promote brand as its primary brand in the lowest price tier as their EDLP
- Provide brand with preferred merchandising space/location
- Retailer is a minimum Level II merchandising partner
- Agreement may be canceled with 30 days notice

- ③ *DORAL Share of Category Agreement (FSC-62-A, 4/10/96)* - major retail accounts only. May be used with retail accounts where you have a Distributor PL or EDLP Agreement and retailer protects brand as discussed in #3 guideline. In addition, account must be a minimum Level II Merchandising Partner and minimum Level III Merchandising Accrual Partner. Retail Private Label agreement partner does not sign this agreement, it already qualifies for this payment and will be excluded by exception only (if not a minimum Level II Merchandising partner).

*Note: Remember that you cannot use the Special Retail Agreement payment of \$.20 per carton and the DORAL SOC Agreement in the same Distributor PL Retail account.*

- ④ *Private Label Extension and Rebate Agreement* - used to extend an existing Retail Private Label partner's agreement prior to initial contract expiration. Extension bonus amount, if applicable, will be determined by Forsyth operations based on most previous 1 year's volume. The Field Sales manager with account responsibility should submit a request for renewal 6 months prior to expiration date. Forsyth Operations will fill in all appropriate information and send Extension Agreement to the appropriate manager for execution with the chain.

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### **Quik Facts on RJR PL/EDLP Programs**

- ⑦ *Forsyth Private Label Termination Notification* - should be submitted by Field Sales to Forsyth Operations immediately when an account terminates its agreement for any reason. This signals Forsyth Operations to stop all PL payments/accruals, as well as stop the distribution and forecasting process relative to the brand.
- ⑧ *Set-up/Change Forms* - information necessary to set-up new account/make changes to an existing account. When setting up a new PL partner, these information forms will be sent automatically to Field Sales manager with account/responsibility.
  - A. *Customer Services Pricing Form* - Used by Field Sales when making changes to off invoice/monthly payments to an account's PL pricing file with Customer Services. Also used when initially setting up a PL account as a PL customer.
  - B. *Forecasting Form* - Used to assist BIAD in making initial forecasts for new PL customer or in forecasting needs for a promotion (for PL, BS, or FP).

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①

## FRANCHISE/PRIVATE LABEL AGREEMENT

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 199\_\_, between R. J. REYNOLDS TOBACCO COMPANY, a New Jersey corporation, doing business as Forsyth Tobacco Products ("RJR") and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Customer" or "\_\_\_\_\_").

The parties agree as follows:

1. RJR shall sell to Customer and qualified wholesalers designated in writing by Customer and RJR ("Designated Wholesalers") cigarettes bearing the "\_\_\_\_\_" trademark or designation (the "Private Label Product"). A "qualified" wholesaler shall be a wholesaler which is a direct purchasing customer of R. J. Reynolds Tobacco Company.
2. The Private Label Product will be sold by RJR to Customer or Designated Wholesalers in cases containing 60 or 30 cartons per case (10 packs per carton, 20 cigarettes per pack) and in the following standard soft pack brand styles:
  - Full Flavor Filter 85's
  - Full Flavor Filter 100's
  - Light Filter 85's
  - Light Filter 100's
  - Ultra Light Filter 85's
  - Ultra Light Filter 100's
  - Light Filter Menthol 85's
  - Light Filter Menthol 100's

Additional brand styles may be produced as mutually agreed by the parties.

3. The design, copy and coloring of pack and carton packaging for the Private Label Product have been developed by RJR and approved by Customer.
4. Customer will purchase from RJR or Designated Wholesalers such quantities of the Private Label Product as shall satisfy Customer's requirements for resale during the term of this Agreement. Every Customer retail outlet which carries cigarettes shall

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maintain an inventory of the Private Label Product. Customer will feature and promote the Private Label Product as its primary cigarette in the lowest price category and will provide it with preferred merchandising space and locations as compared with other products in the low price category. Customer also agrees as a Total Category Partner, that it will not disadvantage RJR in the ongoing display and promotion of its full priced and branded savings products as it relates to other cigarette manufacturers.

5. Except as agreed in Paragraphs 2 and 3, the blends, tar and nicotine levels, filters, tipping, wrapping paper and other materials, design and dimensions and all components and characteristics of the Private Label Product and its packaging will be as determined by RJR from time to time.
6. RJR may, in its sole discretion, sell the Private Label Product to other accounts, but it will not ship the Private Label Product to account locations in the states of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer will not ship the Private Label Product to locations outside the states referenced above. Customer agrees and acknowledges (a) that it does not have and will not acquire by virtue of this Agreement and activities contemplated by it, any rights to proprietary information, trade secrets, blends, processes, designs, specifications, or formulas, patents, the "\_\_\_\_\_" trademark or similar designation and copyrights associated with the Private Label Product and its packaging, and (b) that RJR has the right to sell to any person at any time cigarettes having blends and other components and characteristics similar or identical to those cigarettes used in the Private Label Product. After this agreement expires or is earlier terminated for any reason, Customer will not purchase, sell or distribute any cigarette bearing the "\_\_\_\_\_" designation or trademark or similar designation, except as may be required for Customer to deplete then existing inventories of the Private Label Product held by Customer and Designated Wholesalers.

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7. Customer will not (a) sell or distribute the Private Label Product to any person other than individual consumers, (b) sell or distribute the Private Label Product from any location other than its retail stores in the United States, or (c) purchase, sell or distribute any other cigarette or brand of cigarette which is to be manufactured exclusively for or sold or distributed exclusively to or through Customer or any subsidiary or affiliated company in Customer's area of operations.
8. Each Designated Wholesaler must agree in writing on a form satisfactory to RJR that it will not sell or otherwise distribute the Private Label Product to any person other than Customer. Notwithstanding any other provisions of this Agreement, RJR shall not be required to sell the Private Label Product to any Designated Wholesaler who does not agree and adhere to this condition. Customer shall provide to RJR a copy of each such Designated Wholesaler agreement prior to any sale to the wholesaler. Customer may at any time terminate any wholesaler's status as a Designated Wholesaler by notifying RJR in writing of such termination. After the close of business on the day of receipt of such notice, RJR will not accept any further orders from the terminated wholesaler for the Private Label Product, but RJR will accept and ship orders which were received prior to such time. Upon termination of any wholesaler's status as Designated Wholesaler, Customer shall, without limitation by any other provisions of this agreement, purchase such terminated wholesaler's entire inventory of the Private Label Product. Customer shall indemnify and hold RJR harmless from and against any and all liabilities, claims, causes of action, damages, suits and expenses which may arise out of Customer's termination of any wholesaler's status as a Designated Wholesaler.
9. This Agreement shall remain in force and effect for a primary term beginning on the date first written above and ending five (5) years from the first invoice date to Customer. Thereafter, this Agreement shall be automatically renewed on the same terms and conditions from year to year unless, at least one hundred twenty (120) days before the end of the primary or any additional one (1) year term, either party gives the other notice in writing that it will not renew this Agreement.

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10. Price, rebates, allowances and other terms and conditions of sale will be determined by RJR from time to time. However, RJR will not increase prices if after any increase pricing will not be competitive with prevailing prices generally available to commercial customers in the U.S. market.
11. If the Agreement is not automatically renewed for an additional one year term as provided in Paragraph 9, Customer grants to RJR the right to examine and match any competitive offer for the sale of private label cigarettes. If RJR elects to match the competitive offer, upon the expiration of this Agreement, Customer will enter into a new agreement with RJR for purchase of an RJR private label product under the terms and conditions of the competitive offer. The right of first refusal shall only apply to competitive offers received by Customer during the term of this Agreement and for a period of one hundred twenty (120) days after the expiration date of this Agreement or any renewals thereof.
12. When this Agreement expires or is terminated for any reason, Customer will, within a reasonable time, purchase such quantities of the Private Label Product from Designated Wholesalers as will cause the Private Label Product inventory of all Designated Wholesalers to be depleted.
13. Excepting only the fact that RJR is manufacturing the Private Label Product for Customer and selling it to Designated Wholesalers, neither party will disclose the provisions of this Agreement to third parties and shall take reasonable steps to maintain the confidentiality of its provisions.
14. This Agreement cannot be assigned and the performance of duties hereunder cannot be delegated, in whole or in part, without the prior written consent of both parties.
15. All notices and communications required or permitted by this Agreement shall be in writing, deemed effective when received, and sent to:

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If to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_

If to RJR:

R. J. Reynolds Tobacco Company  
401 North Main Street  
Winston-Salem, North Carolina 27102  
Attn.: Jim Farmer

16. This Agreement contains the entire understanding of the parties and may not be changed except by agreement of both parties in writing. Failure of either party to enforce any of the provisions hereof shall not be construed as general relinquishment of that or any other provision. This Agreement shall be governed by the laws of the State of North Carolina.

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**R. J. REYNOLDS TOBACCO COMPANY,**  
d/b/a Forsyth Tobacco Products

By: \_\_\_\_\_

Its: \_\_\_\_\_

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2A

## DISTRIBUTOR PRIVATE LABEL AGREEMENT

This AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 1993, between R. J. REYNOLDS TOBACCO COMPANY, a New Jersey corporation, doing business as Forsyth Tobacco Products ("RJR") and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Customer").

The parties agree as follows:

1. RJR shall sell exclusively to Customer, and Customer shall purchase exclusively from RJR, cigarettes bearing the "\_\_\_\_\_" name (the "Private Label Product"). RJR may sell the Private Label Product to accounts in addition to Customer, but it will not ship the Private Label Product to account locations in the States of \_\_\_\_\_

Customer will not ship the Private Label Product to locations outside of the states referenced above.

2. The Private Label Product will be produced in the following standard 85mm and 100mm filter styles: full flavor, lights, ultra lights and menthol lights. Additional brand styles will be produced if mutually agreed by the parties.
3. The design, copy and coloring of pack and carton packaging for the Private Label Product have been developed by RJR and approved by the Customer.
4. Except as agreed in Paragraph 3, the blends, tar and nicotine levels, filters, tipping, wrapping paper and other materials, design and dimensions and all components and characteristics of the Private Label Product and its packaging will be as determined by RJR

from time to time. Customer agrees and acknowledges (a) that it does not have and will not acquire by virtue of this Agreement and activities contemplated by it, any rights to proprietary information, trade secrets, blends, processes, designs, specifications, or formulas, patents, the "\_\_\_\_\_" trademark, or similar designation and copyrights associated with the Private Label Product and its packaging, and (b) that RJR has the right to sell to any person at any time cigarettes having blends and other components and characteristics similar or identical to those cigarettes used in the Private Label Product.

5. Customer shall use its best efforts to sell, market and promote the Private Label Product and will feature the Private Label Product as its primary cigarette in the lowest price category. Customer will not purchase, sell or distribute any other cigarette which is manufactured exclusively for Customer or is sold or distributed exclusively through Customer within its area of operations.
6. Price, rebates, allowances and other terms and conditions of sale will be determined by RJR from time to time. However, RJR will not increase prices if after any increase pricing will not be competitive with prevailing prices generally available to commercial customers in the U.S. market.
7. RJR's normal credit terms and policies will apply to Customer. RJR reserves the right to implement purchase allocations from time to time to control inventory levels in accordance with its past practices. Purchases of the Private Label Product by Customer will be eligible for RJR's Electronic Funds Transfer and Winners-Partnership in Performance Program, as they may be modified from time to time.
8. This Agreement shall remain in force and effect for a primary term beginning on the date first written above and ending five (5) years from the first invoice date to Customer. This Agreement shall be automatically renewed on the same terms and conditions for an

additional term of \_\_\_\_\_ ( ) years each unless at least one hundred eighty (180) days before the end of the primary term or any additional term, either party gives the other notice in writing that it will not renew this Agreement. If Customer desires to distribute a private label cigarette after this Agreement ends, and receives an offer from another supplier to produce and sell such a product, Customer will not accept such offer without first notifying RJR of its terms and conditions and giving RJR thirty (30) days after receipt of such notice to review the offer. If within the referenced thirty (30) days, RJR offers to produce and sell a private label cigarette on the same terms and conditions as contained in the other supplier's offer, Customer will accept RJR's offer and reject the other supplier's offer.

9. After the expiration or termination of this Agreement for whatever reason, Customer will, if needed to deplete RJR inventory of the Private Label Product, purchase Private Label Product in an amount up to its average thirty (30) day purchase requirements, and thereafter it will not purchase, sell or distribute cigarettes bearing the " \_\_\_\_\_ " name or similar designation.
10. Excepting only the fact that RJR is manufacturing the Private Label Product for Customer, neither party will disclose the provisions of this Agreement to third parties and shall take reasonable steps to maintain the confidentiality of its provisions.
11. This Agreement cannot be assigned and the performance of duties hereunder cannot be delegated, in whole or in part, without the prior written consent of both parties.
12. Customer represents and warrants that the execution, delivery and performance of this Agreement will not violate the terms of any contract, obligation, restriction or commitment of any kind to which Customer is a party or by which it is bound.
13. All notices and communications required or permitted by this Agreement shall be in writing, deemed effective when received, and sent to:

If to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to RJR:

R. J. Reynolds Tobacco Company  
401 North Main Street  
Winston-Salem, North Carolina 27102  
Attention: Jim Helm

14. This Agreement contains the entire understanding of the parties and may not be changed except by agreement of both parties in writing. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment of that or any other provision. This Agreement shall be governed by the laws of the State of North Carolina.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**R. J. REYNOLDS TOBACCO COMPANY,**  
d/b/a Forsyth Tobacco Products

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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## PEER MEMBERSHIP AGREEMENT

DISTRIBUTOR NAME AND ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

CUSTOMER CONTACT: \_\_\_\_\_

RJR CUSTOMER #: \_\_\_\_\_

RJR CONTACT: \_\_\_\_\_

RJR WEEKLY VOLUME (ALL BRANDS): \_\_\_\_\_

ASSIGNED FORSYTH BRAND: \_\_\_\_\_

# RETAIL STORES SERVICED: \_\_\_\_\_

GEOGRAPHIC AREA SERVICED: (Attach additional sheet if necessary)

COUNTY

STATE

COUNTY

STATE

ALLIANCE ACCRUAL AVAILABLE:  
(FROM ORIGINAL PROGRAM) \_\_\_\_\_

AVERAGE WEEKLY VOLUME \_\_\_\_\_

AGREED TO INTRODUCTORY WORKPLAN:  
(ATTACH APPROPRIATE ALLIANCE ORDER FORM)☐

YES

☐

NO

PRODUCT ORDER FORM ATTACHED:

☐

YES

☐

NO

MERCHANDISING/POS ORDER FORM ATTACHED:

☐

YES

☐

NO

KICK-OFF PROGRAM START DATE: \_\_\_\_\_

END DATE: \_\_\_\_\_

BY SIGNING THIS FORM, THE UNDERSIGNED DISTRIBUTOR ACKNOWLEDGES THAT IF IT CEASES TO BE AN  
ACTIVE MEMBER OF PMA, IT WILL NOT BE ELIGIBLE TO PURCHASE THE ASSIGNED FORSYTH BRAND.

CUSTOMER

DATE

RJR

DATE

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## PEER ASSOCIATE MEMBER AGREEMENT FORM

By signing this form and subject to Peer approval, the undersigned distributor agrees to become an associate member of Peer Marketing Associates ( Peer ). As an associate member of Peer, the undersigned distributor is entitled to participate in the Forsyth Products / Peer Marketing cigarette program.

The undersigned distributor acknowledges that it is not entitled to participate, as an associate member, in any of the other Peer programs or rights granted full members other than the Forsyth Products / Peer Marketing cigarette program.

To become a Associate member, the undersigned distributor agrees to pay an initiation fee of \$100 to Peer Marketing Associates (at the time this form is submitted) to cover Peer's administrative costs. This form and payment should be mailed to Peer Marketing Associates; 16 Arcadian Avenue, Suite C 1; Paramus, New Jersey 07652; Attn: Associate Member Form.

Customer Signature

Date

Distributor Name

Address

City and State

Zip Code

Phone Number

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### SPECIAL RETAIL PRICING AGREEMENT

To keep the promotion of our "Forsyth" brand competitive with that of other competitive brands in the \_\_\_\_\_ marketing area, Forsyth Tobacco offers \_\_\_\_\_ ("Retailer"), hereafter "Retailer", the following program:

1. Retailer will purchase from \_\_\_\_\_ ("Distributor"), hereafter "Distributor", such quantities of the "Forsyth" brand as shall satisfy Retailer's requirements for resale during the term of this Agreement. Every Retailer's retail outlet which carries cigarettes shall maintain an inventory of the "Forsyth" brand. Retailer will feature and promote the "Forsyth" brand as its primary everyday low price cigarette in the lowest price category and will provide it with preferred merchandising space and locations as compared with other products in the low price category.
2. Forsyth will pay Retailer a quarterly marketing bonus of \$.20 per carton on all "Forsyth" cartons purchased. Payments will be made within sixty (60) days of the end of each calendar quarter based on data supplied by Distributor. As part of this agreement, Retailer gives Forsyth permission to obtain their purchase data from Distributor.
3. This Agreement will become effective with shipments beginning on \_\_\_\_\_ (date). This Agreement shall remain in effect for a primary term of one (1) year beginning on the effective date indicated above.

R. J. REYNOLDS TOBACCO COMPANY,  
d/b/a Forsyth Tobacco Products

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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## EDLP RETAIL PRICING AGREEMENT

Retailer, if given certain pricing protection against lower priced competitive products, agrees to offer and promote \_\_\_\_\_ as its primary cigarette in the lowest price category at their everyday low price and to provide \_\_\_\_\_ with preferred merchandising space and locations as compared to other products in the low price category. Retailer also agrees as a Total Category Partner (Level II or III) that it will not disadvantage R. J. Reynolds Tobacco Company in the on-going display and promotion of its full priced and branded savings products as they relate to other cigarette manufacturers.

Based upon Retailer's representation of current competitive offers available to Retailer, the parties have determined that the Retailer is eligible for a monthly per carton rebate. Retailer acknowledges that the amount of this monthly per carton rebate is subject to periodic upward or downward adjustment due to changes in competitive offers available to Retailer.

Either party may cancel this pricing promotion on thirty (30) days notice. This promotion will also immediately become void should Retailer fail to feature and promote \_\_\_\_\_ as agreed.

This offer is being made by RJR in selected markets to meet certain competitive situations and may not be available to all Retailers within selected markets.

R. J. REYNOLDS TOBACCO COMPANY

By: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

\_\_\_\_\_  
(Account Name and Chain ID # / SIS #)

Amount per carton \$ \_\_\_\_\_

Dated: \_\_\_\_\_

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**DORAL Share of Category Agreement**

Retailer, in consideration for offering and promoting the \_\_\_\_\_ brand as its primary cigarette in the lowest price category at their everyday low price and providing the \_\_\_\_\_ brand with preferred merchandising space and locations as compared to other products in the low price category, is offered a performance incentive on DORAL upon qualifying. If R. J. Reynolds Tobacco Company's ("RJR") share of the industry Savings category maintains 50-74% for a consecutive six (6) month calendar period, Retailer will receive, as soon as practical after said period, payment at the rate of \$.35 per carton on all DORAL cartons sold. If retailer maintains an RJR share of industry Savings share of +75% for same period, the Retailer will receive a payment rate of \$.50 per carton on all DORAL sold.

Retailer also agrees as a Level III merchandising accrual partner that it will not disadvantage RJR in the ongoing display and promotion of its Full Price and Branded Savings products as they relate to other cigarette manufacturers.

Either party may cancel this Share of Category agreement on thirty (30) days notice. This offer will also immediately become void should Retailer fail to feature and promote \_\_\_\_\_ brand as agreed.

This offer is being made by RJR in selected markets to meet certain competitive situations and may not be available to all Retailers within selected markets.

Accepted By:

R. J. REYNOLDS TOBACCO COMPANY

Account Name  
& Chain/SIS #: \_\_\_\_\_

By: \_\_\_\_\_

Signed By: \_\_\_\_\_

\_\_\_\_\_  
(Division #)

Dated: \_\_\_\_\_

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**PRIVATE LABEL EXTENSION AND REBATE AGREEMENT**

R. J. Reynolds Tobacco Company, through its Forsyth Tobacco Company division ("Forsyth"), hereby offers additional support to purchasers of its private label cigarettes who accept the conditions of this offer in the manner provided herein.

**Customers must agree to the following:**

1. Compliance with Forsyth's Full Partnership requirements, which are:
  - a. Use off-invoice to keep Forsyth private label price competitive.
  - b. Develop programs using Alliance Accrual to maintain/build Forsyth private label business.
  - c. Maintain Forsyth private label as the everyday low priced brand offered, with minimal support for competitive programs.
  - d. Decline to carry non-Forsyth products that sell at prevailing private brand prices.
  - e. Not disadvantage R. J. Reynolds in the ongoing display and promotion of its full priced and branded savings products as it relates to other cigarette manufacturers.
2. Extension of Customer's Forsyth Private Label Agreement for an additional period of three (3) years.

**Customers will receive the following:**

1. A sum in the amount of \$\_\_\_\_\_ to be transferred to the customer's marketing accrual fund within thirty (30) days after signing of this Agreement.
2. A guaranteed combination of Off-Invoice and marketing accrual of \$2.30 and the share of category rebate @ up to \$.50 (upon qualifying) will be maintained through \_\_\_\_\_.

Customers agreeing to the three (3) year extension of its Private Label Agreements through \_\_\_\_\_ and to the Full Partnership Program in exchange for the guaranteed pricing of both off invoice/marketing accrual and the share of category rebates, must indicate their written agreement as provided herein.

CUSTOMER, AGREED:

FORSYTH, ACCEPTED:

**R. J. REYNOLDS TOBACCO COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Note:** This Agreement must be signed by both Customer and Forsyth before it is effective.

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**FORSYTH PRIVATE LABEL**  
***Termination Notification***

This will serve as notification that \_\_\_\_\_,  
(Contracted Account Name)  
\_\_\_\_\_ has been terminated as an authorized buyer of  
(SIS #/Chain ID#)  
\_\_\_\_\_ effective \_\_\_\_\_, This contracted  
(Forsyth PL Brand Name) (Date)  
account will make every effort to **sell all remaining quantities of the**  
**contracted Forsyth brand listed above presently in its possession and that**  
**of its supplier(s) as applicable.** At termination, account understands that it will  
relinquish all rights related to the purchase and sale of said brand from Forsyth  
Tobacco Products.

Reason for Termination: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Account Name: \_\_\_\_\_  
Authorized Account Signature: \_\_\_\_\_  
RJRT Account Representative: \_\_\_\_\_  
RJRT Division Number: \_\_\_\_\_  
RJRT Account Representative Phone: \_\_\_\_\_  
VM#: \_\_\_\_\_

**Fax Immediately to: Gwen Scott,**  
**Assistant Manager - Forsyth Operations**  
**Fax#: 1-910-741- 2685**

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# FORSYTH TOBACCO PRODUCTS - PAYMENT REQUEST/CHANGE

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

CUSTOMER SERVICE

BRAND: FIRST SHIP MO: NAME: MAIL CHECK TO: ADDRESS: DIVISION NO: ATTN: 

FOR HAND DELIVERY TO ACCOUNT

ORIGINAL AS OF	REVISED AS OF	REVISED AS OF	REVISED AS OF	REVISED AS OF
-------------------	------------------	------------------	------------------	------------------

LIST PRICE: MONTHLY PAYMENT PER CARTON: MONTHLY ACCRUAL PER CARTON: OFF-INVOICE ALLOWANCE PER CARTON: 

## DIRECT SHIP-TO LOCATIONS:

NEW *	DELETE *	SIS #	SHIP-TO
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

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\* - INDICATE IN PROPER COLUMN WHETHER ADDING OR DELETING DIRECT ACCOUNT

